

AMENDMENT TO THE AGREEMENT BETWEEN

NuVox Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated May 18, 2001

Pursuant to this Amendment, (the "Amendment"), NuVox Communications, Inc. ("NuVox"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated May 18, 2001 ("Agreement").

WHEREAS, BellSouth and NuVox have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement ("New Agreement") to replace the existing Agreement between the Parties, which expired on May 17, 2003; and

WHEREAS, BellSouth and NuVox are currently involved in an arbitration proceeding before the South Carolina Public Service Commission (the "Commission") to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, on March 10, 2006, the Commission issued Order No. 2006-136, Order Addressing Changes of Law, in Docket No. 2004-316-C, Petition of BellSouth Telecommunications, Inc. to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law, ("Change of Law Order"); and

WHEREAS, the Parties agree to amend the Agreement to bring it in compliance with the Commission's Change of Law Order; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties hereby agree to incorporate into the Agreement the contract provisions set forth in Exhibit A hereto, and such contract provisions shall apply to services provided in the State of South Carolina only.
2. The Parties hereby agree to incorporate into the Agreement the rates set forth in Exhibits B and C hereto, but only to the extent each rate has been approved by the Commission, and such rates shall apply to services provided in the State of South Carolina only.
3. To the extent that such contract provisions or rates as set forth in Exhibits A, B and C hereto supersede or conflict with any other rates, terms and

conditions in the Agreement, the contract provisions and rates in Exhibits A, B and C shall prevail in the State of South Carolina.

4. The Parties hereby agree to incorporate into the Agreement the Initial Wire Center List set forth in Exhibit D hereto.
5. Further, to the extent that defined terms in this Amendment differ from defined terms in the Agreement, such defined terms in the Agreement shall be deemed to have the same meaning as the alternative defined terms in this Amendment to the extent necessary to give full effect to this Amendment consistent with the Commission's Change of Law Order.
6. Network elements de-listed under Section 251(c)(3) should be removed from BellSouth's SQM/PMAP/SEEM plans.
7. This Amendment shall be deemed effective on March 11, 2006 ("Effective Date").
8. All of the other provisions of the Agreement shall remain in full force and effect.
9. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: _____

Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: _____

3/28/07

NuVox Communications, Inc.

By: _____

Susan J. Berlin

Name: Susan J. Berlin

Title: VP, Senior Regulatory Counsel

Date: _____

3-27-2007

1. **Introduction**

- 1.1 This Amendment sets forth rates, terms and conditions for Unbundled Network Elements (UNEs) and combinations of UNEs with other UNEs (Combinations) that BellSouth shall offer to NuVox in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Amendment sets forth rates, terms and conditions for other facilities and services BellSouth makes available to NuVox (Other Services). The rates for each UNE, Combination and Other Services are set forth in Exhibit C of Attachment 2 of the Agreement, and Exhibits B and C to this Amendment. In providing access or obtaining access to UNEs, Combinations and Other Services, the Parties shall comply with all applicable FCC rules and orders and Commission rules and orders.
- 1.1.1 Business Line. For purposes of this Amendment, a “Business Line” is, as defined in 47 C.F.R. § 51.5.
- 1.1.2 Fiber-Based Collocator. For purposes of this Amendment, a “Fiber-Based Collocator” is, as defined in 47 C.F.R. § 51.5. For purposes of this definition: (i) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided, however, in the case one of the parties to such merger or consolidation arrangement is BellSouth, then the other party’s collocation arrangement shall *not* be counted as a Fiber-Based Collocator; (ii) a “comparable transmission facility” means, at minimum, the provision of transmission capacity equivalent to fiber-optic cable with a minimum point-to-point symmetrical data capacity exceeding 12 DS3s; (iii) the network of a Fiber-Based Collocator may only be counted once in making a determination of the number of Fiber-Based Collocators, notwithstanding that such single Fiber-Based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier’s dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber-optic cable from the unaffiliated carrier’s fiber if the collocating carrier obtains this dark fiber on an IRU basis.
- 1.1.3 Building. For purposes of this Amendment, a “Building” shall be defined on a case-by-case basis, and in the context of the actual facts involved in any dispute arising hereunder. The Parties agree to resolve any dispute regarding the proper definition of “Building” in a dispute resolution proceeding before the Commission, in accordance with the General Terms and Conditions of the Agreement.
- 1.1.4 Route. For purposes of this Amendment, a “Route” is as defined in 47 C.F.R. § 51.319(e).

1.2 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services

- 1.2.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent UNE or Combination, and shall convert a UNE or Combination to an equivalent wholesale service or group of wholesale services offered in accordance with 47 C.F.R. § 51.316 (collectively “Conversion”). The nonrecurring switch-as-is rates for such Conversions are contained in Exhibit C to Attachment 2 of the Agreement. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status applicable to such converted services. Any change from a wholesale service/group of wholesale services to a UNE/Combination, or from a UNE/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement of the UNE/Combination or wholesale service/group of wholesale services will not be considered to be a Conversion for purposes of this Amendment. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the Agreement, nonrecurring charges for the UNE or Combination from Exhibit C of Attachment 2 of the Agreement, or cross connect from Exhibit B of Attachment 4, will apply. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the tariff or contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only.
- 1.2.2 Any price change resulting from the Conversion will be effective as of the next billing cycle following BellSouth’s receipt of a complete and accurate Conversion request from NuVox. The fact that the Parties have agreed to this Section 1.2.2 shall not be used by either Party against the other in any dispute raised prior to the Effective Date of this Amendment regarding the effective date for billing changes resulting from a Conversion; provided, however, that this provision does not preclude either Party from making any arguments based on the FCC’s decision in the TRO in any such dispute.
- 1.2.3 If NuVox wants to convert a UNE or Combination (or part thereof) to wholesale services NuVox shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). BellSouth shall charge NuVox the same nonrecurring switch-as-is charge found in Exhibit C to Attachment 2 of the Agreement for the Conversion of a single UNE as it does for a Combination.
- 1.3 Except to the extent expressly provided otherwise in this Amendment, NuVox may not maintain any UNE or Combination that is no longer offered pursuant to the Agreement (collectively “Arrangements”). In the event BellSouth determines that NuVox has in place any Arrangements after the Effective Date of this Amendment, BellSouth will provide NuVox with thirty (30) days written notice to disconnect or

convert such Arrangements. If NuVox fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such facilities to the equivalent tariffed BellSouth service. Those facilities identified and transitioned by BellSouth pursuant to this Section 1.3 shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs. The applicable recurring charge shall apply to each facility as of the Effective Date of this Amendment.

- 1.4 Prior to submitting an order pursuant to the Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity (DS1 or above) Loops, NuVox shall undertake a reasonably diligent inquiry to determine whether NuVox is entitled to unbundled access to such Section 251 Network Elements in accordance with the terms of the Agreement. By submitting any such order, NuVox self-certifies that to the best of NuVox's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Section 251 Network Element pursuant to the Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon NuVox's self-certification. To the extent BellSouth believes that such request does not comply with the terms of the Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of the Agreement. In the event such dispute is resolved in BellSouth's favor, BellSouth shall bill NuVox the difference between the rates for such circuits pursuant to the Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth's favor, NuVox shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.
- 1.4.1 In the event that (1) BellSouth designates a wire center as non-impaired, (2) NuVox converts existing UNEs to other services or orders new services as services other than UNEs, (3) NuVox otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of NuVox, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund NuVox the difference between the rate paid by NuVox for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.
- 1.4.2 BellSouth will not accept UNE orders for de-listed high capacity Loops or Dedicated Transport elements, as applicable, in the wire centers set forth on the

Initial Wire Center List, as approved by the Commission in Docket No. 2004-316-U.

- 1.5 BellSouth will perform RNMs in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4). Except to the extent expressly provided otherwise in this Amendment, if BellSouth has anticipated such RNMs and performs them during normal operations and such function was included in BellSouth's cost studies that, through Commission proceedings or agreement by the Parties resulted in rates set forth in Exhibit C of Attachment 2 of the Agreement, then BellSouth shall perform such RNMs at no additional charge. RNMs shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNMs were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit C of Attachment 2 of the Agreement, then NuVox must submit a LSR to have the work performed. Each request will be handled as a project on an individual case basis until such time as BellSouth incorporates such RNM into its normal operations and develops a charge for such RNM that is included in the Agreement by amendment thereto. If NuVox believes that a RNM should be incorporated into BellSouth's normal operations and BellSouth disagrees with such determination, the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. BellSouth will provide a price quote for the request, and upon receipt of payment from NuVox, BellSouth shall perform the RNM. If NuVox believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of the Agreement. While the dispute is pending, NuVox shall have the option of requesting BellSouth to perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.6 Commingling

- 1.6.1 Commingling means the connecting, attaching, or otherwise linking of a UNE, or a Combination, to one or more Telecommunications Services or facilities that NuVox has obtained at wholesale from BellSouth, or the combining of a UNE or Combination with one or more such wholesale Telecommunications Services or facilities.
- 1.6.2 BellSouth shall provide commingling of services in accordance with 47 C.F.R. § 51.309.

- 1.6.3 BellSouth shall permit NuVox to commingle a UNE or Combination obtained pursuant to Section 251 of the Act with one (1) or more facilities that NuVox has obtained at wholesale from BellSouth, pursuant to a method other than unbundling under Section 251(c)(3) of the Act; provided, however, that BellSouth will not commingle Section 251 UNEs or Combinations with any service, Network Element or other offering that it is obligated to make available only pursuant to Section 271 of the Act. Nothing in this Section 1.6.2 shall prevent NuVox from commingling UNEs with tariffed special access loops and transport services.
- 1.6.4 Subject to the limitations set forth elsewhere in this Amendment, BellSouth shall not deny access to a UNE or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.6.5 Unless otherwise agreed to by the Parties, the UNE portion of a commingled facility will be billed at the rates set forth in Exhibit C to Attachment 2 of the Agreement, and the remainder of the facility or service will be billed in accordance with BellSouth's tariffed rates, or the rates set forth by separate agreement.
- 1.6.6 When multiplexing equipment is attached to a commingled arrangement, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or the tariff) as the higher bandwidth service. The Central Office Channel Interfaces (COCI) will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth service.

2. Transition for Certain DS1 and DS3 Loops

- 2.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in Section 2.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 2.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for NuVox as of March 11, 2005 in those wire centers that the Commission determined in Docket No. 2004-316-C met the criteria set forth in Section 2.4.1 and 2.4.2 below. For the State of South Carolina, during the Transition Period, NuVox shall be entitled to order and BellSouth shall provision moves, changes and additions of DS1 and DS3 Loops that NuVox orders for the purpose of serving its existing DS1 and DS3 Loop customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

- 2.3 Excess DS1 and DS3 Loops are those NuVox DS1 and DS3 Loops in service as of March 11, 2005, in excess of the caps set forth in Section 2.3.1 below. Subsequent disconnects or loss of customers shall be removed from Excess DS1 and DS3 Loops.
- 2.3.1 BellSouth shall not provide more than ten (10) unbundled Section 251 DS1 Loops to NuVox at any single Building in which DS1 Loops are available as Section 251 Loops. NuVox may obtain a maximum of a single Section 251 DS3 Loop to any single Building in which DS3 Loops are available as Section 251 Loops.
- 2.4 Notwithstanding anything to the contrary in this Amendment, and except as set forth in Section 3 below, BellSouth shall make available DS1 and DS3 Loops meeting the following thresholds for NuVox's Embedded Base, and Excess DS1 and DS3 loops during the Transition Period:
- 2.4.1 DS1 Loops at any building within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators (DS1 Threshold). Except as set forth in Section 1.4 above and Section 3 below, once a wire center exceeds both of the thresholds set forth in this Section 2.4.1, BellSouth will not be required to provide Section 251 DS1 Loops in that wire center.
- 2.4.2 DS3 Loops at any building within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators (DS3 Threshold). Except as set forth in Section 1.4 above and Section 3 below, once a wire center exceeds both of the thresholds set forth in this Section 2.4.2, BellSouth will not be required to provide Section 251 DS3 Loops in that wire center.
- 2.5 A list of wire centers meeting the criteria set forth in Sections 2.4.1 and 2.4.2 above, as ordered by the Commission in Docket No. 2004-361-U (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086185, which is available on BellSouth's Interconnection Services Web site, and is appended to this Amendment as Exhibit D.
- 2.6 Transition Period Pricing. From March 11, 2005 through March 10, 2006, BellSouth shall charge a rate for NuVox's Embedded Base of DS1 and DS3 Loops and NuVox's Excess DS1 and DS3 Loops equal to 115% of the rate paid by NuVox for those elements on June 15, 2004. The Transition Period rate for DS1 and DS3 Loops shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 2.6.
- 2.7 No later than March 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of DS1 and DS3 Loops and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Loops to special access circuits,

BellSouth will include such DS1 and DS3 Loops within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. Conversions will be subject to the switch-as-charge set forth in Exhibit C to Attachment 2 of the Agreement. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.

- 2.7.1 If NuVox failed to submit the spreadsheet(s) specified in Section 2.7 above for all of its Embedded Base and Excess DS1 and DS3 Loops on or before March 10, 2006, or as soon as practicable thereafter, BellSouth will identify NuVox's remaining Embedded Base of DS1 and DS3 Loops and Excess DS1 and DS3 Loops, if any, and will transition such Loops to the equivalent tariffed BellSouth service(s). Those facilities identified and transitioned by BellSouth pursuant to this Section 2.7.1 shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs.
- 2.7.2 For Embedded Base DS1 and DS3 Loops and Excess DS1 and DS3 Loops converted pursuant to Section 2.7 above or transitioned pursuant to Section 2.7.1 above, the applicable recurring charge for the alternative BellSouth service shall apply to each facility as of March 11, 2006.
- 2.7.3 The transition of the Embedded Base and Excess DS1 and DS3 Loops must be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.8 **Dark Fiber Loop**

- 2.8.1 BellSouth shall provide NuVox with nondiscriminatory access to a Dark Fiber Loop on an unbundled basis. Dark Fiber Loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services that extends from the demarcation point at an end user customer's premises and the BellSouth central office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.

2.8.2 **Transition for Dark Fiber Loop**

- 2.8.2.1 For purposes of this Section 2.8, the Transition Period for Dark Fiber Loops (defined in Section 2.1) is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 2.8.2.2 For purposes of this Section 2.8, Embedded Base means Dark Fiber Loops that were in service for NuVox as of March 11, 2005. For the State of South Carolina, during the Transition Period, NuVox shall be entitled to order and BellSouth shall

provision moves, changes and additions of Dark Fiber Loops that NuVox orders for the purpose of serving its existing Dark Fiber Loop customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

- 2.8.2.3 During the Transition Period, BellSouth shall make Dark Fiber Loops available for NuVox's Embedded Base at the rates, terms and conditions set forth in this Section 2.8.
- 2.8.3 Transition Period Pricing. From March 11, 2005 through September 10, 2006, BellSouth shall charge a rate for NuVox's Embedded Base of Dark Fiber Loops equal to 115% of the rate paid by NuVox for that element on June 15, 2004. The Transition Period rate for Dark Fiber Loops shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 2.8.3.
- 2.8.4 Effective September 11, 2006, Dark Fiber Loops shall no longer be made available pursuant to the Agreement.
- 2.8.5 No later than September 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Loops to be either disconnected or converted to other BellSouth arrangements, as Conversions or Rearrangements, or transitioned to wholesale services obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert Dark Fiber Loops to special access circuits, BellSouth will include such Dark Fiber Loops within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Loops. Conversions will be subject to the switch-as-is charge set forth in Exhibit C to Attachment 2 of the Agreement. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.
- 2.8.6 If NuVox failed to submit the spreadsheet(s) specified in Section 2.8.5 above for all of its Embedded Base on or before September 10, 2006, or as soon as practicable thereafter, BellSouth will identify NuVox's remaining Embedded Base of Dark Fiber Loops, if any, and will transition such facilities to the equivalent tariffed BellSouth service. Those facilities identified and transitioned by BellSouth pursuant to this Section 2.8.6 shall be subject to all applicable disconnect charges as set forth in the Agreement and full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs.
- 2.8.7 Notwithstanding any other provision of this Amendment, for Embedded Base Dark Fiber Loops in place after September 11, 2006, the applicable recurring charge for the alternative BellSouth service shall apply to each facility as of September 11, 2006.

2.8.8 The transition of the Embedded Base of Dark Fiber Loops must be performed in a manner that avoids, or otherwise minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

2.9 **2-wire or 4-wire HDSL-Compatible Loop**

2.9.1 This is a designed Loop which meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

2.10 **4-wire Unbundled DS1 Digital Loop**

2.10.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For purposes of this Amendment, including the transition of DS1 and DS3 Loops, as described in Section 2 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL-Compatible Loops.

3. **Modifications and Updates to the Initial Wire Center List and Subsequent Transition Periods**

3.1 **Subsequent Transition Periods for DS1 and DS3 Loops**

3.1.1 In the event BellSouth seeks to designate additional wire centers that meet the criteria set forth in Sections 2.4.1 and 2.4.2 above, but that were not included in the Initial Wire Center List, BellSouth shall provide to NuVox a carrier notification letter (CNL), including BellSouth's proposed list of any such additional wire centers (Subsequent Wire Center List), in accordance with the General Terms and Conditions of the Agreement, and BellSouth shall post such CNL on its website, at <http://www.interconnection.bellsouth.com>.

3.1.2 Effective ten (10) days after the date of BellSouth's CNL and Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and DS3 Loops, as applicable, in such Subsequent Wire Centers, except pursuant to the self-certification process set forth in Section 1.4 above.

3.1.3 For purposes of this Section 3, BellSouth shall make available DS1 and DS3 Loops that were in service for NuVox in a wire center on the Subsequent Wire Center List as of the tenth (10th) day after the date of BellSouth's CNL and Subsequent Wire Center List (Subsequent Embedded Base), until ninety (90) days

after the date of BellSouth's CNL and Subsequent Wire Center List (Subsequent Transition Period).

- 3.1.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 3.1.5 The applicable rates for the Subsequent Embedded Base of DS1 and DS3 Loops during the Subsequent Transition Period, or until the date on which BellSouth converts the Subsequent Embedded Base to alternative BellSouth arrangements, whichever is sooner, shall be 115% of the rates set forth in Exhibit C of Attachment 2 of the Agreement for those elements on the date of BellSouth's CNL and Subsequent Wire Center List.
- 3.1.6 No later than forty (40) days from date of BellSouth's CNL and Subsequent Wire Center List, or as soon as practicable thereafter, NuVox shall submit a spreadsheet(s) identifying all of the Subsequent Embedded Base of DS1 and DS3 Loops to be disconnected or converted to other BellSouth arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Conversions will be subject to the switch-as-is charge set forth in Exhibit C of Attachment 2 of the Agreement. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.
- 3.1.7 If NuVox fails to submit the spreadsheet(s) specified in Section 3.1.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL and Subsequent Wire Center List, or as soon as practicable thereafter, and otherwise fails to dispute BellSouth's Subsequent Wire Center List, BellSouth will identify NuVox's remaining Subsequent Embedded Base, if any, and will transition such facilities to the equivalent tariffed BellSouth service. Those facilities identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs.
- 3.1.8 BellSouth and NuVox agree to resolve all disputes regarding BellSouth's subsequent Wire Center List in a dispute resolution proceeding before the Commission, in accordance with the General Terms and Conditions of the Agreement.
- 3.1.9 Subject to Section 1.4 above, for Subsequent Embedded Base facilities in place after ninety (90) days following the date of BellSouth's CNL and Subsequent Wire Center List, the applicable recurring charge for the alternative BellSouth service

shall apply to each facility as of the first day after the end of the Subsequent Transition Period.

- 3.1.10 The Subsequent Embedded Base of DS1 and DS3 Loops converted by BellSouth pursuant to Sections 3.1.8 and 3.1.9 must be converted in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

4. Local Switching and UNE-P

- 4.1 Local Switching and UNE-P are not offered as a Section 251 Network Elements pursuant to the Agreement.

4.2 Transition For Local Switching and UNE-P

- 4.2.1 For purposes of this Section 4, the Transition Period for the Embedded Base of Local Switching and UNE-P is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 4.2.2 For purposes of this Section 4, Embedded Base shall mean Local Switching and UNE-P, and any additional elements that are required to be provided in conjunction therewith, that were in service for NuVox as of March 11, 2005. For the State of South Carolina, during the Transition Period, NuVox shall be entitled to order and BellSouth shall provision moves, changes and additions of Local Switching and UNE-P, and any additional elements that are required to be provided in conjunction therewith, that NuVox orders for the purpose of serving its existing Local Switching and UNE-P customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 4.2.3 Transition Period Pricing. From March 11, 2005 through March 10, 2006, BellSouth shall charge a rate for NuVox's Embedded Base of Local Switching and UNE-P equal to the rate at which NuVox leased that element or combination of elements on June 15, 2004, plus one dollar. The Transition Period rates for Local Switching and UNE-P, respectively, shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 4.2.3.

5. DS1 and DS3 Dedicated Transport, Including DS1 and DS3 Entrance Facilities; Dark Fiber Transport and Dark Fiber Entrance Facilities

- 5.1 BellSouth shall offer unbundled access to Dedicated Transport in accordance with FCC Rules 47 C.F.R. § 51.311 and 51.319 and Section 251(c) (3) of the Act. Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that NuVox uses for transmission between wire centers or switches owned by BellSouth and within the same LATA, or between wire centers or switches owned by BellSouth and switches owned by

NuVox. To the extent that BellSouth has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the BellSouth wire center shall constitute Dedicated Transport.

- 5.1.1 BellSouth shall not be required to provide access to OCn level Dedicated Transport as a UNE pursuant to the Agreement. In addition, BellSouth shall not be required, pursuant to the Agreement, to provide to NuVox unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by BellSouth (Entrance Facilities).

5.2 Transition for Certain DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

- 5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 5.2.2 For purposes of this Section 5.2, Embedded Base means DS1 and DS3 Dedicated Transport facilities that were in service for NuVox as of March 11, 2005 in those wire centers that the Commission determined in Docket No. 2004-316-C met the criteria set forth in Sections 5.2.5.1 or 5.2.5.2 below. For the State of South Carolina, during the Transition Period, NuVox shall be entitled to order and BellSouth shall provision moves, changes and additions of DS1 and DS3 Dedicated Transport that NuVox orders for the purpose of serving its existing DS1 and DS3 Dedicated Transport customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.3 For purposes of this Section 5.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for NuVox as of March 11, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.4 For purposes of this Section 5.2, Excess DS1 and DS3 Dedicated Transport means those DS1 and DS3 Dedicated Transport facilities that were in service for NuVox as of March 11, 2005, in excess of the caps set forth in Section 5.2.7 below. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.5 Notwithstanding anything to the contrary in this Amendment, and except as set forth in Section 6 below, BellSouth shall make available DS1 and DS3 Dedicated Transport meeting the following thresholds for NuVox's Embedded Base, and Excess DS1 and DS3 Dedicated Transport, during the Transition Period:

- 5.2.5.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators (Tier 1 Wire Center). Except as set forth in Sections 1.4 above and 6 below, once a wire center meets or exceeds either of the thresholds set forth in this Section 5.2.5.1, BellSouth will not be required to provide Section 251 DS1 Dedicated Transport in that wire center.
- 5.2.5.1.1 For purposes of counting Business Lines, a DS1 line corresponds to 24 Business Lines.
- 5.2.5.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center). Except as set forth in Section 1.4 above and Section 6 below, once a wire center meets or exceeds either of the thresholds set forth in this Section 5.2.5.2, BellSouth will not be required to provide Section 251 DS3 Dedicated Transport in that wire center.
- 5.2.6 Notwithstanding anything to the contrary in this Amendment, BellSouth shall make available DS1 and DS3 Embedded Base Entrance Facilities for NuVox's Embedded Base during the Transition Period.
- 5.2.7 NuVox may obtain a maximum of twelve (12) unbundled Section 251 DS3 Dedicated Transport facilities on each route where DS3 Dedicated Transport is available as a 251 Network Element, and a maximum of ten (10) unbundled Section 251 DS1 Dedicated Transport facilities on each Route where there is no Section 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport.
- 5.2.8 A list of wire centers meeting the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, as ordered by the Commission in Docket No. 2004-316-U (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086185, which is available on BellSouth's Interconnection Services Web site, and is appended to this Amendment as Exhibit D.
- 5.2.9 Transition Period Pricing. From March 11, 2005 through March 10, 2006, BellSouth shall charge a rate for NuVox's Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport equal to 115% of the rate paid by NuVox for those elements on June 15, 2004. The Transition Period rate for DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 5.2.9.
- 5.2.10 The Transition Period shall apply only to NuVox's Embedded Base DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and NuVox's Excess

DS1 and DS3 Dedicated Transport. NuVox shall not add new Entrance Facilities pursuant to the Agreement.

- 5.2.11 No later than March 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Dedicated Transport and DS1 and DS3 Entrance Facilities to special access circuits, BellSouth will include such DS1 and DS3 Dedicated Transport and DS1 and DS3 Entrance Facilities within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport. Conversions will be subject to the switch-as-is charge set forth in Exhibit C of Attachment 2 of the Agreement. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.
- 5.2.12 If NuVox failed to submit the spreadsheet(s) specified in Section 5.2.11 above for all of its Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport on or before March 10, 2006, or as soon as practicable thereafter, BellSouth will identify NuVox's remaining Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such facilities to the equivalent tariffed BellSouth service. Those facilities identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs.
- 5.2.13 Notwithstanding any other provision of the Amendment, for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport in place after March 11, 2006, the applicable recurring charge for the alternative BellSouth service shall apply to each facility as of March 11, 2006.
- 5.2.14 The transition of the Embedded Based of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport must be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.
- 5.3 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.

Except as set forth in Section 5.3.1 below, BellSouth shall not be required to provide access to Dark Fiber Entrance Facilities pursuant to the Agreement.

5.3.1 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities

5.3.1.1 For purposes of this Section 5.3.1, the Transition Period for the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

5.3.1.2 For purposes of this Section 5.3.1, Embedded Base means Dark Fiber Transport facilities that was in service for NuVox as of March 11, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 5.3.1.3.1 below. For the State of South Carolina, during the Transition Period, NuVox shall be entitled to order and BellSouth shall provision moves, changes and additions of Dark Fiber Transport that NuVox orders for the purpose of serving its existing Dark Fiber Transport customers as of March 10, 2005, at such customers' new or existing physical locations, and such facilities shall be included in the Embedded Base. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.

5.3.1.3 Notwithstanding anything to the contrary in this Amendment, BellSouth shall make available Dark Fiber Transport meeting the following threshold for NuVox's Embedded Base during the Transition Period:

5.3.1.3.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators (Tier 2 Wire Center). Except as set forth in Sections 1.4 above and 11 below, once a wire center meets or exceeds either of the thresholds set forth in this Section 5.3.1.3.1, BellSouth will not be required to provide Dark Fiber Transport on that Route. NuVox shall not add new Dark Fiber Entrance Facilities pursuant to the Agreement.

5.3.1.4 A list of wire centers meeting the criteria set forth in Section 5.3.1.4.1 above, as ordered by the Commission in Docket No. 2004-316-C (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086185, which is available on BellSouth's Interconnection Services Web site, and is appended to this Amendment as Exhibit D.

5.3.1.5 Transition Period Pricing. From March 11, 2005 through September 10, 2006, BellSouth shall charge a rate for NuVox's Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities equal to 115% of the rate paid by NuVox for those elements on June 15, 2004. The Transition Period rate for Dark Fiber Transport and Dark Fiber Entrance Facilities shall be as set forth in Exhibit C to Attachment 2 of the Agreement and this Section 5.3.1.5.

- 5.3.1.6 No later than September 10, 2006, or as soon as practicable thereafter, NuVox shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth arrangements, as Conversions or Rearrangements, of transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. Conversions will be subject to the switch-as-is charge set forth in Exhibit C to Attachment 2 of the Agreement. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.
- 5.3.1.7 If NuVox failed to submit the spreadsheet(s) specified in Section 5.3.1.6 above for all of its Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities on or before September 10, 2006, or as soon as practicable thereafter, BellSouth will identify NuVox's remaining Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities, if any, and will transition such facilities to the equivalent tariffed BellSouth service. Those facilities identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs.
- 5.3.1.8 Notwithstanding any other provision of this Amendment, for the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities in place after September 11, 2006, the applicable recurring charge for the alternative BellSouth service shall apply to each facility as of September 11, 2006.
- 5.3.1.9 The transition of the Embedded Base of Dark Fiber Transport and Embedded Base Dark Fiber Entrance Facilities must be performed in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6. Modifications and Updates to the Initial Wire Center List and Subsequent Transition Periods

6.1 Subsequent Transition Periods for DS1 and DS3 Dedicated Transport

- 6.1.1 In the event BellSouth seeks to designate additional wire centers that meet the criteria set forth in Sections 5.2.5.1 and 5.2.5.2 above, but that were not included in the Initial Wire Center List, BellSouth shall provide to NuVox a carrier notification letter (CNL), including BellSouth's proposed list of any such additional wire centers (Subsequent Wire Center List), in accordance with the

General Terms and Conditions of the Agreement, and BellSouth shall post such CNL on its website, at <http://www.interconnection.bellsouth.com>.

- 6.1.2 Effective ten (10) days after the date of BellSouth's CNL and Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and DS3 Dedicated Transport, as applicable, in such Subsequent Wire Centers, except pursuant to the self-certification process set forth in Section 1.4 above.
- 6.1.3 For purposes of this Section 6, BellSouth shall make available DS1 and DS3 Dedicated Transport facilities that were in service for NuVox in a wire center on the Subsequent Wire Center List as of the tenth (10th) day after the date of BellSouth's CNL and Subsequent Wire Center List (Subsequent Embedded Base), until ninety (90) days after the date of BellSouth's CNL and Subsequent Wire Center List (Subsequent Transition Period).
- 6.1.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.
- 6.1.5 The applicable rates for the Subsequent Embedded Base of DS1 and DS3 Dedicated Transport during the Subsequent Transition Period, or until the date on which BellSouth converts the Subsequent Embedded Base to alternative BellSouth arrangements, whichever is sooner, shall be 115% of the rates set forth in Exhibit C of Attachment 2 of the Agreement for those elements on the date of BellSouth's CNL and Subsequent Wire Center List.
- 6.1.6 No later than forty (40) days from date of BellSouth's CNL and Subsequent Wire Center List, or as soon as practicable thereafter, NuVox shall submit a spreadsheet(s) identifying all of the Subsequent Embedded Base of DS1 and DS3 Dedicated Transport to be disconnected or converted to other BellSouth arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert DS1 and DS3 Dedicated Transport to special access circuits, BellSouth will include such DS1 and DS3 Dedicated Transport within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Conversions will be subject to the switch-as-is charge set forth in Exhibit C to Attachment 2 of the Agreement. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.
- 6.1.7 If NuVox fails to submit the spreadsheet(s) specified in Section 6.1.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL and Subsequent Wire Center List, or as soon as practicable thereafter, and otherwise fails to dispute BellSouth's Subsequent Wire Center List, BellSouth will identify NuVox's remaining Subsequent Embedded Base of DS1 and DS3 Dedicated Transport, if any, and will transition such facilities to the equivalent

tariffed BellSouth service. Those facilities identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs.

- 6.1.8 BellSouth and NuVox agree to resolve all disputes regarding BellSouth's subsequent Wire Center List in a dispute resolution proceeding before the Commission, in accordance with the General Terms and Conditions of the Agreement.
- 6.1.9 Subject to Section 1.4 above, for Subsequent Embedded Base facilities in place after ninety (90) days following the date of BellSouth's CNL and Subsequent Wire Center List, the applicable recurring charge for the alternative BellSouth service shall apply to each facility as of the first day after the end of the Subsequent Transition Period.
- 6.1.10 The Subsequent Embedded Base of DS1 and DS3 Dedicated Transport converted by BellSouth pursuant to Sections 6.1.8 and 6.1.9 above must be converted in a manner that avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

6.2 Subsequent Transition Periods for Dark Fiber Transport

- 6.2.1 In the event BellSouth seeks to designate additional wire centers that meet the criteria set forth in Section 4.3.1.4.1 above, but that were not included in the Initial Wire Center List, BellSouth shall provide to NuVox a Carrier Notification Letter (CNL), including BellSouth's proposed list of any such additional wire centers (Subsequent Wire Center List), in accordance with the General Terms and Conditions of the Agreement, and BellSouth shall post such CNL on its website, at <http://www.interconnection.bellsouth.com>.
- 6.2.2 Effective ten (10) days after the date of BellSouth's CNL and Subsequent Wire Center List, BellSouth shall not be required to unbundle Dark Fiber Transport in such Subsequent Wire Centers, except pursuant to the self-certification process set forth in Section 1.4 above.
- 6.2.3 For purposes of this Section 6.2, BellSouth shall make available Dark Fiber Transport facilities that were in service for NuVox in a wire center on the Subsequent Wire Center List as of the tenth (10th) day after the date of BellSouth's CNL and Subsequent Wire Center List (Subsequent Embedded Base), until ninety (90) days after the date of BellSouth's CNL and Subsequent Wire Center List (Subsequent Transition Period).
- 6.2.4 Subsequent disconnects or loss of customers shall be removed from the Subsequent Embedded Base.

- 6.2.5 The applicable rate for the Subsequent Embedded Base of Dark Fiber Transport during the Subsequent Transition Period, or until the date on which BellSouth converts the Subsequent Embedded Base to alternative BellSouth arrangements, whichever is sooner, shall be 115% of the rate set forth in Exhibit C of Attachment 2 of the Agreement for that element, on the date of BellSouth's CNL and Subsequent Wire Center List.
- 6.2.6 No later than forty (40) days from the date of BellSouth's CNL and Subsequent Wire Center List, or as soon as practicable thereafter, NuVox shall submit a spreadsheet(s) identifying all of the Subsequent Embedded Base of Dark Fiber Transport to be disconnected or converted to other BellSouth arrangements, as Conversions or Rearrangements, or transitioned to wholesale facilities obtained from other carriers, or to self-provisioned facilities. If NuVox chooses to convert Dark Fiber Transport to special access circuits, BellSouth will include such Dark Fiber Transport within NuVox's total special access circuits, and will apply any discounts to which NuVox is entitled. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. Conversions will be subject to the switch-as-is charge set forth in Exhibit C to Attachment 2 of the Agreement. In the case of disconnection, the applicable disconnect charge set forth in the Agreement shall apply.
- 6.2.7 If NuVox fails to submit the spreadsheet(s) specified in Section 6.2.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL and Subsequent Wire Center List, or as soon as practicable thereafter, and otherwise fails to dispute BellSouth's Subsequent Wire Center List, BellSouth will identify NuVox's remaining Subsequent Embedded Base, if any, and will transition such facilities to the equivalent tariffed BellSouth service. Those circuits identified and transitioned by BellSouth shall be subject to all applicable disconnect charges as set forth in the Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service, as set forth in BellSouth's tariffs.
- 6.2.8 BellSouth and NuVox agree to resolve all disputes regarding BellSouth's Subsequent Wire Center List in a dispute resolution proceeding before the Commission, in accordance with the General Terms and Conditions of the Agreement.
- 6.2.9 Subject to Section 1.4 above, for Subsequent Embedded Base facilities in place after ninety (90) days following the date of BellSouth's CNL and Subsequent Wire Center List, the applicable recurring charge for the alternative BellSouth service shall apply to each facility as of the first day after the end of the Subsequent Transition Period.
- 6.2.10 The Subsequent Embedded Base of Dark Fiber Transport converted by BellSouth pursuant to Sections 6.2.8 and 6.2.9 above must be converted in a manner that

avoids, or otherwise, minimizes to the extent possible, disruption or degradation to NuVox's customers' service.

14. Line Splitting

14.1 BellSouth will provide Line Splitting in accordance with 47 C.F.R. § 51.319(a)(1)(ii). Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice LEC) deliver voice and data service to customers over the same Loop. The Voice LEC and Data LEC may be the same or different carriers.

14.1.1 When customers on loops using High Frequency Spectrum CO Based line sharing services are converted to Line Splitting, BellSouth will discontinue billing NuVox for the High Frequency Spectrum. It is the responsibility of NuVox or its authorized agent to determine if the Loop is compatible for Line Splitting Service. NuVox or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and NuVox or its authorized agent submits an LSR to BellSouth to change the Loop.

14.2 Line Splitting – UNE-L. In the event NuVox provides its own switching or obtains switching from a third party, NuVox may engage in line splitting arrangements with another CLEC using a splitter, provided by NuVox, in a Collocation Space at the central office where the Loop terminates into a distribution frame or its equivalent.

14.2.1 Provisioning Line Splitting and Splitter Space – UNE-L

14.2.1.1 NuVox provides the splitter when providing Line Splitting with UNE-L. When NuVox or its authorized agent owns the splitter, Line Splitting requires the following:

14.2.1.1.1 A non-designed, analog Loop from the NID at the customer's location to the serving wire center; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to the voice port; and

14.2.1.1.2 An unloaded 2-wire copper Loop must serve the customer.

14.2.1.2 The meet point for the Voice LEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

14.2.2 NuVox or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. NuVox or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply.

- 14.2.3 Any splitters installed by NuVox in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. NuVox may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

14.3 Maintenance – Line Splitting – UNE-L

- 14.3.1 BellSouth will be responsible for repairing troubles with the physical Loop between the NID at the customer's premises and the termination point. NuVox will be responsible for maintaining the voice and data services. Each party will be responsible for maintaining its own equipment.

14.4 Indemnification

- 14.4.1 NuVox shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury and costs, including reasonable attorney fees proximately arising out of or resulting from actions taken by the data provider or NuVox in connection with the line splitting arrangement, except to the extent caused by BellSouth's negligence, gross negligence or willful misconduct.

16. 911 and E911 Databases

- 16.1 BellSouth shall provide NuVox with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 16.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. NuVox will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 16.3.1 below.

16.3 Technical Requirements

- 16.3.1 BellSouth shall provide NuVox the capability of providing updates to the ALI/DMS database through a specified electronic interface.
- 16.3.2 BellSouth shall provide error reports from the ALI/DMS database to NuVox after NuVox provides customer information for input into the ALI/DMS database.
- 16.3.3 NuVox shall conform to National Emergency Number Association (NENA) recommended standards for LNP an updating the ALI/DMS database.
17. BellSouth will provide access to Fiber to the Home and Fiber to the Curb Loops as required by 47 C.F.R. § 51.319(a)(3).
18. Fiber to the Home (FTTH) Loops are local loops consisting entirely of fiber optic

cable, whether dark or lit, serving an customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).

- 18.1 Fiber to the Curb (FTTC) Loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the customer's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective customer's premises.
19. Greenfield Requirements. In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominately residential regardless of the ownership of the inside wiring from the MPOE to each customer in the MDU.
- 19.1 Overbuild Requirements. In FTTH/FTTC overbuild situations where Bellsouth also has copper loops, BellSouth will make those copper loops available to NuVox on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64 kilobits per second voice grade channel over its FTTH/FTTC facilities. BellSouth's retirement of copper loops must comply with Applicable Law.
- 19.1.1 In FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by NuVox. If the request is received by BellSouth for a copper Loop, and the copper Loop facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in a FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis, by which the Parties will negotiate the applicable provisioning interval.
- 19.2 Notwithstanding the above, nothing in this Section 19 shall limit BellSouth's obligation to offer CLECs unbundled DS1 and DS3 loops (or loop/transport combination) in any wire center where BellSouth is required to provide such loop facilities.
20. Hybrid Loops are defined in the federal rules at 47 CFR §51.319(a)(2) as local Loops, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide NuVox with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such Hybrid Loops, including DS1 and DS3 capacity where impairment exists, on an unbundled basis to establish a complete

transmission path between BellSouth's central office and an customer's premises, but BellSouth is not required to provide access to the packet switched features, functions and capabilities of its Hybrid Loops.

- 20.1 BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice or procedure that disrupts or degrades access to a local Loop or subloop, including the time division multiplexing-based features, functions and capabilities of a Hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this Amendment.

22. Line Conditioning

- 22.1 Line Conditioning is defined as the removal from a copper Loop or copper Subloop of any device that could diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL services.

- 22.1.1 Such devices include, but are not limited to bridged taps, load coils, low pass filters and range extenders. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions and capabilities of conditioned copper Loops, and may not restrict its testing to voice transmission only.

- 22.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length, at the rates set forth in Exhibit C to Attachment 2 of the Agreement. BellSouth will remove load coils on copper Loops and Subloops that are greater than 18,000 feet in length upon request by NuVox, at rates pursuant to BellSouth's Special Construction Process, contained in BellSouth's FCC No. 2, as mutually agreed to by the Parties. Should BellSouth begin removing load coils on loops over 18,000 feet to provide high speed switched wireline telecommunications capability, including xDSL service to its customers, it will do so for NuVox at the rates set forth in Exhibit C to Attachment 2 of the Agreement. Should BellSouth begin removing load coils on Loops over 18,000 feet for other carriers, other than at BellSouth's Special Construction rates, it will do so for NuVox at parity, under the same rates, terms and conditions, and the Parties shall amend the Agreement to include the necessary rates, terms and conditions.

- 22.3 Any copper loop being ordered by NuVox which has over 6,000 feet of combined bridged tap will be modified, upon request from NuVox, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to NuVox. Line conditioning orders that require the removal of other bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit C to Attachment 2 of the Agreement.

- 22.4 NuVox may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose) at rates pursuant to BellSouth's Special Construction Process, contained in BellSouth's FCC No. 2, as mutually agreed to by the Parties. Should BellSouth begin removing unnecessary and non-excessive bridged tap for other carriers, other than at BellSouth's Special Construction rates, it will do so for NuVox at parity, under the same rates, terms and conditions, and the Parties shall amend the Agreement to include the necessary rates, terms and conditions.
- 22.5 Rates for Unbundled Loop Modification (ULM) are as set forth in Exhibit C to Attachment 2 of the Agreement.
- 22.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered. If NuVox wants a different type of Loop, or wants the original Loop type modified to a different Loop type, than NuVox must submit a new order for that type of Loop.
- 22.7 If NuVox requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. NuVox will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 22.8 NuVox will request Loop make up information pursuant to the Agreement prior to submitting a service inquiry and/or a LSR for the Loop type that NuVox desires BellSouth to condition.
- 22.9 When requesting ULM for a Loop that BellSouth has previously provisioned for NuVox, NuVox will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by NuVox is available at the location for which the ULM was requested, NuVox will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, NuVox will not be charged for ULM but will only be charged the service order charges for submitting an order.

23. Service Eligibility Criteria

- 23.1 NuVox has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area;

- 23.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 23.2.1 1) Each circuit to be provided to each will be assigned a local number prior to the provision of service over that circuit;
- 23.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
- 23.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;
- 23.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. § 51.318(c);
- 23.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk in the same LATA as the customer premises served by the EEL over which NuVox will transmit the calling party's number in connection with calls exchanged over the trunk;
- 23.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, NuVox will have at least one (1) active DS1 local service interconnection trunk within the LATA over which NuVox will transmit the calling party's number in connection with calls exchanged over the trunk;
- 23.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

24. EEL Audit Provisions

- 24.1 BellSouth may, on an annual basis, and only based upon cause, conduct an audit of NuVox's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth shall send a written Notice of Audit to NuVox, identifying the cause upon which BellSouth rests its allegations. Such Notice of Audit will be delivered to NuVox no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit.
- 24.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. The audit shall be conducted at a mutually agreeable location (or locations).
- 24.3 The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding NuVox's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements related to determining the

independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor's report will conclude whether or the extent to which NuVox complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

- 24.4 To the extent the independent auditor's report concludes that NuVox failed to comply with the high capacity EEL service eligibility criteria, NuVox must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.
- 24.5 To the extent the independent auditor's report concludes that NuVox failed to comply in all material respects with the service eligibility criteria, NuVox shall reimburse BellSouth for the cost of the independent auditor. Similarly, to the extent the independent auditor's report concludes that NuVox did comply in all material respects with the service eligibility criteria, BellSouth will reimburse NuVox for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.
- 24.6 NuVox will maintain appropriate documentation to support its certifications.

UNBUNDLED NETWORK ELEMENTS - South Carolina										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh C Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)									
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP														
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		5.61	5.61	7.00	7.00					
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		5.61	5.61	7.00	7.00					
	4-WIRE ANALOG VOICE GRADE LOOP														
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		5.61	5.61	7.00	7.00					
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		5.61	5.61	7.00	7.00					
	4-WIRE DS1 DIGITAL LOOP														
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		5.61	5.61	7.00	7.00					
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		5.61	5.61	7.00	7.00					
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		5.61	5.61	7.00	7.00					
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URES		5.61	5.61	7.00	7.00					
UNE LOOP COMMINGLING															
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING														
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	16.68	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61					
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.61	5.61	7.00	7.00					
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		5.61	5.61	7.00	7.00					
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.90	36.44							
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.24	1.10							
	4-WIRE ANALOG VOICE GRADE LOOP														
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61					
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61					
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.61	5.61	7.00	7.00					
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		5.61	5.61	7.00	7.00					
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.90	36.44							
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING														
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73					
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73					
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73					
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		5.61	5.61	7.00	7.00					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh C							
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh C					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
		Commingled (UNE part of single bandwidth circuit)															
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.56	6.59	4.73								
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.19	6.59	4.73								
		Commingled ISDN COCI			XDD4X	UC1CA	2.56	6.59	4.73								
		Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91						
		Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91						
		Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	16.76	40.63	27.47	16.77	6.91						
		Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	16.76	40.63	27.47	16.77	6.91						
		Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0167										
		Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	16.68	105.98	68.43	53.05	10.61						
		Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	23.13	105.98	68.43	53.05	10.61						
		Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	28.46	105.98	68.43	53.05	10.61						
		Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	32.59	132.38	94.83	59.35	14.61						
		Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61						
		Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61						
		Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61						
		Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61						
		Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61						
		Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61						
		Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61						
		Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61						
		Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61						
		Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61						
		Commingled DS1 COCI			XDH1X, NTCDD1	UC1D1	8.64	6.59	4.73								
		Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
		Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3415										
		Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.57	91.24	62.71	10.56	9.81						
		Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73						
		Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73						
		Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73						
		Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77						
		Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.26										
		Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	313.49	452.52	264.53	119.75	83.77						
		Commingled DS3/DS1 Channel System			HFQC6	MQ3	144.02	178.54	94.18	33.33	31.90						
		Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	880.65	279.37	163.12	60.33	58.59						
		Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	8.02										
		Commingled STS-1 Interoffice Channel Facility Termination			HFRST	U1TFS	880.55	279.37	163.12	60.33	58.59						
		Commingled STS-1 Interoffice Channel per mile			HFRST	1L5XX	8.02										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	36.41										
		Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		640.51	138.17	317.76	198.11						

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2 Exh C			
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
911 PBX LOCATE															
	911 PBX LOCATE DATABASE CAPABILITY														
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00								
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40								
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07									
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48								
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.29									
	Service Order Charge			9PBDC	9PBSC		15.69								
911 PBX LOCATE TRANSPORT COMPONENT															
See Att 3															

				December 2004 Data with FBC count as of Dec 5			
				Interoffice Transport		High Capacity Loops	
State	Wire Center	Total Business Lines	Number of FB Collocators if 3 or Greater	Tier 1	Tier 2	No Impairment for DS3	No Impairment for DS1
SC	CHTNSCDT	24,703	5	X			
SC	CHTNSCNO	24,107	-		X		
SC	CLMASCSA	13,939	3		X		
SC	CLMASCSN	48,403	5	X		X	
SC	GNVLSCDT	45,546	5	X		X	
SC	GNVLSCWR	33,639	-		X		
SC	MNPLSCES	24,061	-		X		
SC	SPBGSCMA	22,796	3		X		